### CITY OF SAN DIEGO OUTGOING MATERIALS DEFERRED PAYMENT ACCOUNT APPLICATION INFORMATION

The City of San Diego Environmental Services Department offers an Outgoing Materials Deferred Payment Account (OMDPA) option for all landfill customers with large volume outgoing material requests equating to \$250 of account charges per three-month period.

#### How to Apply:

- 1. Read pages one and two to determine eligibility.
- 2. If your company or organization qualify to apply for the Outgoing Materials Deferred Payment Account, read and fill out the application found on pages three through six.
- 3. Have your insurance company fill out the Surety Instrument Form.
- 4. Email signed copies of the completed application and surety instrument to <a href="mailto:esdlandfill\_ar@sandiego.gov">esdlandfill\_ar@sandiego.gov</a>, and mail the signed originals to the Environmental Services Department, Disposal & Environmental Protection Division. The complete address is listed within the application. Only original signatures will be accepted.

#### **REQUIREMENTS**

- 1. Accounts are invoiced monthly, and payments are due seventeen (17) days from the date of invoicing.
- 2. Individuals or organizations shall be solely responsible for informing the Environmental Services Department in writing of any changes to information provided on the application (i.e. contact person, address change, phone number, etc.) to:

City of San Diego Environmental Services Attention: Accounting 9601 Ridgehaven Court, Ste. 310 San Diego, CA 92123

- 3. Invoice payments are to be submitted to the City Treasurer's Office at the address listed on the invoice. Payment(s) must reference the City of San Diego's invoice number(s) for proper credit. Any payment submitted to Environmental Services Department shall be returned to the customer and the payment date will reflect the postmark or delivery date to the City Treasurer's Office.
- 4. City of San Diego City Charter Section 99 mandates that the City shall not grant credit. To establish an OMDPA, a bond must be provided, payable to the City of San Diego.
- 5. Surety bonds must be continuous. Replacement bonds must also be continuous.
- 6. Individuals or organizations who do business with a bond company existing outside of the State of California shall provide verification of authority to do business in the State of California.
- 7. A minimum surety amount totaling \$250 is required for application.

- 8. The recommended surety amount should provide for three (3) times the highest monthly landfill usage per quarter during the current fiscal year.
- 9. Lack of surety will result in the inability to utilize landfill services.
- 10. Accounts may be closed at any time if not in compliance with City Rules and Regulations, policies, codes and/or the Fee Schedule and Regulations for the Miramar Landfill.

FOR CITY USE ONLY
DPA #
SAP#
CONTACT #
BP #

## CITY OF SAN DIEGO

# OUTGOING MATERIALS DEFERRED PAYMENT ACCOUNT (OMDPA) APPLICATION AND AGREEMENT

Company/Individual			
Telephone Number	Fax Number		
City of San Diego Business Tax Certificate #		Exp. Date	
California Resale Certificate, if applicable			
Accounts Payable Contact Name	Telephone Number		
Email			
Street Address	City	Zip Code	
Mailing Address	City	Zip Code	
Surety Contact Name	Telephone Number		
Bank Information (only required if requesting bond amount	ount over \$250)		
Name of Bank			
Branch and Telephone Number			
Checking Account Number			
Credit References (only required if requesting bond am	ount over \$250)		
Name	Telephone Number		
Mailing Address	City	Zip Code	
Account NumberName	Telephone Number		
Mailing Address_			
Account Number	· 		
Estimated Monthly Usage \$			
(Minimum \$84)			
Requested Surety Amounts \$(Minimum \$250)			
Have you ever had an OMDPA with the City of San Did If so, when and what w	ego? Yes	No	
The charge for DPA cards is \$10 each (no-fee authorize Number of DPA cards being requested (fees will be inv	ed window placard will be ema	niled upon approval).	

An Outgoing Materials Deferred Payment Account (OMDPA) is available to individuals or organizations with a large volume of outgoing material purchases equating to \$250 per three-month period. These commodities may include, but are not limited to: Mulch, Compost, or Ground Wood.

Establishment and use of an OMDPA are made under the following conditions:

- 1. The Agreement will be valid indefinitely, or until replaced or canceled by the Environmental Services Director.
- 2. Individuals or organizations shall be solely responsible for all charges incurred by the use of each authorized window placard or OMDPA card, whether or not the charges incurred were authorized by the account holder.
- 3. Individuals or organizations shall provide an authorized window placard or OMDPA card for each transaction. Additionally, individuals or organizations must provide 3<sup>rd</sup> party haulers an authorized business letter for use of account for each transaction. Authorized letter shall include, but not limited to, date of use, account #, business name, and 3<sup>rd</sup> party hauler name. No exception.
- 4. Individuals or organizations shall be solely responsible for informing the Environmental Services Department in writing of any changes to information provided on the application (i.e. contact person, address change, phone number, etc.)
- 5. OMDPA customers will be invoiced every month for fees accrued during the preceding month. Payment is due to the City Treasurer's Office seventeen (17) days from the date of invoicing.
- 6. All charges must be paid in full and remitted to the City Treasurer's Office, on or before the designated due date. **Payments must have the City of San Diego's invoice number on the check or money order**. OMDPA privileges may be denied until full payment is received.
- 7. For all discrepancies contact Accounting at esdlandfill\_ar@sandiego.gov. An account may be eligible for adjustments; however, an invoice once issued must be paid in full by the due date. Warrant refund checks, if applicable, will be made subsequent to payment of the invoice.
- 8. Individuals or organizations who do business with a bond company existing outside of the State of California shall provide verification of authority to do business in the State of California.
- 9. Account holder will be responsible for increasing the Surety Instrument as needed to continue to receiving landfill services without interruption utilizing.
- 10. Account holder shall provide to the Environmental Services Department a continuation certificate for continuous bonds with a renewal and/or expiration date noted on Surety Instrument on or before due date.
- 11. Delinquent invoices will be referred to the City Treasurer's Office for collection. Any payment on an invoice referred to the City Treasurer's Office will not automatically reflect the payment amount on the OMDPA surety balance.
- 12. OMDPA available surety balances are updated each week. Payment must be received before the close of a scheduled bond update in order to maintain a favorable surety balance. Payment received after the close of a scheduled bond update will not be posted until the next scheduled bond update.

- 13. Fees may be assessed for special processing requested by customers for their account or service based activity. Fees will be assessed for items including rush requests, extra processing requested by customers, customer errors, payments, fee waivers, etc. Assessments will be a minimum of \$10 per transaction per day. Additional assessments may be imposed for City costs of staff time, materials, and resources. Charges will be assessed for OMDPA cards, documents and receipts:
  - A. New or replacement cards \$10 each
  - B. Duplicate copies of documents including receipts, invoices, etc. \$5 each
  - C. Duplicate copies of Detail Report or other reports \$15 each

## Fees are subject to automatic annual adjustments based on annual Consumer Price Index changes effective July 1 of each year.

- 14. OMDPA authorization may be revoked at any time for non-payment or failure to maintain and comply with Surety Instrument requirements as determined by the Environmental Services Department.
- 15. If it is determined that the user is not in compliance with the Agreement, conditions, regulations, statutes, or ordinances at the City of San Diego disposal facilities, the OMDPA will be revoked.

The undersigned certifies that the application is true, complete, and correct to the best of his/her knowledge and belief. If the application is made on behalf of a partnership or corporation, the undersigned certifies that he/she is authorized to make this application on behalf of such partnership or corporation. If the application is accepted by the City, the undersigned hereby agrees to comply with the above conditions and all of the provisions established by San Diego Municipal Code Chapter VI, Article 6, or by law, relating to establishment and maintenance of the Outgoing Materials Deferred Payment Account.

I hereby agree to the conditions as stated herein.	
Authorized Signature	Date
Print Name and Title	
PLEASE KEEP COPY FOR	YOUR RECORDS AND REFERENCING
FOR	CITY USE ONLY
DATE RECEIVED:	APPROVED
DATE PACKAGE COMPLETE:	DENIED
Verified and Approved By:	
Signature	 Date